

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

Before:

The Hon'ble Justice Hiranmay Bhattacharyya

**WPA 23759 of 2025
S.G. Projects Limited
Versus**

The State of West Bengal & Ors.

For the petitioner	: Mr. Ashoke Kumar Banerjee, Sr. Advocate Mr. Arijit Dey Advocates
For the State	: Mr. Tapan Kumar Mukherjee, Sr. Advocate Mr. Supratim Dhar, Sr. Advocate Ms. Tuli Sinha Advocates
For the Respondent no. 2	: Mr. Sanjay Saha Mr. Raju Mondal Advocates
Reserved on	: 11.02.2026
Judgment on	: 05.05.2026

Hiranmay Bhattacharyya, J.:-

1. The order of the District Magistrate, Bankura dated 21.08.2025 passed in Misc. Case no. 9 of 2025 is under challenge in this writ petition. By the said order, the prayer of the petitioner for extension of the mining lease stood rejected.
2. Petitioner, a private limited company, participated in an e-auction for grant of mining lease for sand mining within Mouza Mamudpur, J.L. No. 61 under

Police Station Patrasayer, Plot no.-916-1126 in the District of Bankura. Petitioner was declared as the successful bidder and a Letter of Intent (for short "LOI") dated 04.01.2018 was issued in favour of the petitioner for grant of a mining lease for sand with a direction upon the petitioner to comply with the requisite formalities for execution and registration of the mining lease. The petitioner complied with the requisite formalities and a mining lease for sand was executed in favour of the petitioner by the Government of West Bengal on 23.05.2018 for a period of five years.

3. Possession of the leasehold area was handed over to the petitioner and the petitioner started the mining activities at the said area. While the petitioner was carrying on with the mining activities, petitioner was served with a show cause notice dated 14.12.2020 alleging that certain mining activities were carried on by the petitioner in contravention with the provisions of the said lease. Petitioner submitted various representations praying for withdrawal of the said show cause notice. A hearing was conducted and the petitioner appeared before the 5th respondent on 28.02.2023. Petitioner alleges that no decision of such hearing was communicated to the petitioner.
4. In the meantime the lease period expired on 22.05.2023. Petitioner submitted a representation praying for extension of the period of lease as the petitioner could not carry on the sand mining activities for the period from 15.12.2020 till 22.05.2023.
5. Alleging inaction on the part of respondent authorities, petitioner filed a writ petition being no. WPA 18288 of 2024 which was disposed of by a co-ordinate bench by an order dated 23.09.2024 by directing the respondent authorities to decide the show cause notice dated 14.12.2020 after affording an opportunity of hearing to the petitioner and by passing a reasoned order within the time frame indicated in the same order.
6. Pursuant to the said order, the petitioner was called for a hearing and the District Magistrate, Bankura passed an order dated 19.11.2024 rejecting the prayer of the petitioner for extension of the period of lease.

7. Challenging the order dated 19.11.2024, petitioner filed a writ petition being WPA 30742 of 2024 which stood allowed by the co-ordinate bench by an order dated 28.04.2025 by setting aside the order dated 19.11.2024 passed by 5th respondent and directed the said authority to conduct a hearing and to pass a reasoned order in writing within the time limit mentioned in the said order.
8. Pursuant to the order dated 28.04.2024, a hearing was conducted by the 5th respondent dated 12.06.2025 rejecting the prayer of the petitioner for extension of the period of lease.
9. The order dated 12.06.2025 was challenged by the petitioner by filing a writ petition being WPA 15781 of 2025 and a co-ordinate bench by an order dated 04.08.2025 disposed of the writ petition by setting aside the order dated 12.06.2025 passed by the 5th respondent with a direction upon the 5th respondent to give fresh opportunity of hearing to the petitioner and to pass a reasoned order within the time limit indicated in the said order.
10. Pursuant to the order dated 04.08.2025 passed by the co-ordinate bench, the District Magistrate, Bankura passed an order dated 21.08.2025 thereby rejecting the prayer of the petitioner for extension of the mining lease.
11. Being aggrieved by the order dated 21.08.2025 passed by the 5th respondent, petitioner approached this Court.
12. Mr. Ashok Kumar Banerjee learned Senior advocate appearing in support of the writ petition contended that the directions passed by the co-ordinate bench in the order dated 04.08.2025 in WPA 15781 of 2025 has not been adhered to by the 5th respondent while passing the order dated 21.08.2025. He further contended that the report of the Block Land and Land Reforms Officer and the Sub-divisional Land and Land Reforms Officer dated 14.12.2020 has not stated about any kind of seizure or any photographs being taken. He further contended that the points raised by the petitioner in the written objection against the joint inspection report has not been considered by the 5th respondent while passing the order impugned. Mr.

Banerjee further submitted that a similar show cause notice was issued to another lessee namely Radharaman Construction and Marketing Pvt. Ltd. which was subsequently withdrawn upon imposition of penalty but the respondent authorities has discriminated against the petitioner by not withdrawing the show cause notice issued to the petitioner upon imposition of penalty.

13. Mr. Saha learned advocate appearing for the West Bengal Mineral Development and Trading Corporation Limited (for short “the Corporation”) raised an objection against the maintainability of the writ petition in view of the availability of statutory appellate remedy under Rule 51 of the West Bengal Mining Mineral Concession Rules, 2016 (for short “2016 Rules”). He further contended that the mining lease was granted for a fixed period of five years which stood expired by efflux of time. He further contended that there is no provision permitting renewal or extension of the sand mining lease. He contended that the show cause notice was issued on the basis of a joint inspection report dated 11.12.2020 wherein it was reported that the petitioner was guilty of multiple violations. He contended that the 5th respondent afforded an opportunity of hearing to the petitioner and after considering the materials on record passed a reasoned order. He, therefore, submitted that the order of the 5th respondent dated 21.08.2025 may not be interfered with by this Court under Article 226 of the Constitution of India.
14. Mr. Mukherjee learned Additional Government Pleader also raised an objection against the maintainability of the writ petition in view of the alternative appellate remedy provided under the 2016 Rules. He further contended that the principles of natural justice has been complied with by the 5th respondent while passing the order impugned. He, thus, submitted that no interference is called for by this Court under Article 226 of the Constitution of India.
15. Heard the learned advocates for the parties and perused the materials placed.

16. Record reveals that a co-ordinate bench passed an order dated 28.04.2025 in WPA 30742 of 2024 granting an opportunity to the petitioner to file a written objection against the joint inspection report dated 11.12.2020 before the 5th respondent authority.
17. It is not in dispute that the petitioner filed a written objection against the joint inspection report dated 11.12.2020.
18. Mr. Banerjee learned Senior Advocate for the petitioner would vehemently contend that the points raised by the petitioner in the written objection against the joint inspection report dated 11.12.2020 has not been dealt with by the 5th respondent while passing the order dated 21.08.2025.
19. In order to decide the said issue it would be relevant to take note of the points raised in the joint inspection report for which the same is extracted hereinafter-

“i) The lessee is using machinery like suction pump, filler (net-machine) and boat for extraction of sand from river bed. Beside this the lessee has extracted sand more than 3.0 meter depth from the existing bed level of the river which is also harmful for the natural course of river.

ii) The lessee has also made a wooden bridge continued with long sand bridge cum road inside the river bed obstructing free flow of river water.

iii) No demarcation pillars found around the periphery of leasehold area.

iv) There are so many overloaded trucks found in the vicinity.

v) There is no staff of the lessee found at his office to be interrogated.”

20. The show cause notice dated 14.12.2020 was issued on the basis of the aforesaid joint inspection report. The petitioner duly replied to the said show cause notice vide letters dated September 20, 2021 and October 26, 2021.
21. After going through the letter dated 20.10.2021 which was received by the office of the District Land and Land Reforms Officer, Bankura on October

26, 2021, in reply to the show cause notice dated 14.12.2020 this Court finds that the petitioner admitted that the petitioner was carrying on the mining activities beyond the demarcation area and prayed for permission to allow him to continue with the work of excavation of sand.

22. In the written objection against joint inspection report the petitioner raised several points on merits.
23. After going through the order dated 21.08.2025, this Court finds that each of the grounds raised by the petitioner in the written objection to the joint inspection report has been dealt with by the 5th respondent specifically.
24. Point no. 2 of the joint inspection report was dealt with by the petitioner in paragraph 9 of the written objection. Point no. 2 of the joint inspection report alleges that the lessee has made a wooden bridge continued with long sand bridge cum road inside the river bed obstructing free flow of river water. In reply to such allegation, the petitioner, in the written objection, stated that the wooden bridge was made without any hindrance to the natural flow of water but only for the purpose of carrying out sand mining activities from the other side of the river and the petitioner did not have any alternate route towards Bankura.
25. After considering the points raised in the writ objection the 5th respondent has specifically observed that due process has not been complied with and without any approval the petitioner had started to use the alternate route.
26. At the time of hearing the petitioner also could not produce any permission from the competent authority. The said authority further observed that the construction of the bridge on the river bed was another unauthorized and illegal activity of the petitioner during the tenure of the lease period.
27. In point no. 3 of the joint inspection report it was alleged that no demarcation pillars were found around the periphery of the leasehold area. In reply to the said allegation the petitioner in paragraph 10 of the written objection stated the petitioners while carrying out sand mining activities

took special care to see that the safeguards were always there. The 5th respondent took note of the letters dated 20.09.2021 and 26.10.2021 in reply to the show cause notice dated 14.12.2020 wherein the petitioner admitted that the mining activity was done beyond the lease hold area. Taking note of such admission the respondent authorities concluded that there was no demarcation and even if there was any demarcation, the mining activity beyond the lease deed area was a deliberate activity and not a mistake as stated in the reply to the show cause notice.

28. Thus, this Court finds that all the points raised in the written objection to the joint inspection report has been dealt with by the 5th respondent in the order dated 21.08.2025.
29. On the issue of extension of the mining lease, it has been observed by the 5th respondent in the order dated 21.08.2025 that there is no provision for extension of the mining lease under the West Bengal Mining Mineral Concession Rules, 2016, the West Bengal Mining Mineral Auction Rules, 2016 and the Sand (Mining) Transportation, Storage and Sale) Rules 2021.
30. The West Bengal Sand Mining Policy, 2021 was also taken note of by the 5th respondent and it has been observed that Schedule 6(iii) of the said policy states that the lease was not to be renewed and shall automatically be resumed and vested with the State upon expiry of such lease.
31. Mr. Banerjee learned Senior Advocate for the petitioner, in course of his argument, could not cite any provision from the relevant rules which provides for extension of the period of lease.
32. The petitioner, in the case on hand, has not prayed for renewal of lease.
33. At this stage it would be relevant to point out that Clause 5 of part IX of the lease deed provides for extension of the period of lease in case of failure to fulfill any of the terms of the lease by the lessee due to “force majeure”.
34. Though the petitioner in the writ petition has stated that the petitioner could not carry on with the mining activities due to imposition of nationwide

lock down on account of onset of Covid 19 Pandemic but such ground was not taken by the petitioner in support of the prayer for extension of the lease before the respondent authorities. For such reason this Court is not inclined to consider the ground raised by the petitioner in the writ petition for extension of the lease on account of lock down imposed due to onset of Covid 19 Pandemic.

35. The order of the 5th respondent dated 21.08.2025 assigned cogent reasons for not accepting the reply to the show cause and it was held that the petitioner acted in violation of the clauses of the deed and the Act and the Rules operating in the field.
36. Petitioner also failed to demonstrate by producing records that the authorities treated the petitioner differently from that of Radharaman Construction & Marketing Pvt. Ltd.
37. To the mind of this Court, the ground on which the petitioner has prayed for extension of the lease period cannot fall within the expression “other happenings” appearing in Clause 5 under Part IX of the lease deed.
38. Thus, the petitioner failed to make out any case for extension of lease period. That apart it is not in dispute that on 03.08.2023 the petitioner prayed for release of the financial assurance and performance security submitted in the form of bank guarantees and the bank guarantee was released in favour of the petitioner on 30.10.2023. When upon expiry of the period of lease by efflux of time, petitioner prayed for release of the bank guarantee and the bank guarantee was released on such prayer, the petitioner cannot now turn around and pray for extension of the lease period. The expiry of the lease by efflux of time was accepted by the petitioner.
39. For all the reasons as aforesaid, this Court is of the considered view that the 5th respondent passed the order dated 21.08.2025 in terms of the directions passed by the co-ordinate bench on 04.08.2025 in WPA 15781 of 2025. The principles of natural justice have been followed in the case on hand and the

order is a reasoned one. There is no infirmity in the decision making process warranting interference under Article 226 of the Constitution of India.

40. Accordingly, WPA 23759 of 2025 stands dismissed. There shall be, however, no order as to costs.
41. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(HIRANMAY BHATTACHARYYA, J.)